Company Tracking Number: HO-22962

TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Product Name: HO-22962

Project Name/Number: HO-22962/HO-22962

Filing at a Glance

Company: State Farm Fire and Casualty Company

Product Name: HO-22962 SERFF Tr Num: SFMA-125420933 State: Arkansas

TOI: 04.0 Homeowners SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 04.0000 Homeowners Sub-TOI Co Tr Num: HO-22962 State Status: Fees verified and

Combinations received

Filing Type: Form Co Status: Reviewer(s): Becky Harrington,

Betty Montesi, Brittany Yielding Disposition Date: 03/31/2008

Authors: Julie Whetsell, Sheri

Anderson

Date Submitted: 03/27/2008 Disposition Status: Approved

Effective Date Requested (New): 08/01/2008 Effective Date (New): 08/01/2008

10/01/2008

State Filing Description:

General Information

Project Name: HO-22962 Status of Filing in Domicile: Not Filed Project Number: HO-22962 Domicile Status Comments: N/A

Reference Organization: N/A Reference Number: N/A Advisory Org. Circular: N/A

Filing Status Changed: 03/31/2008

State Status Changed: 03/31/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We respectfully request your approval of the following endorsements.

FE-5256.1, Coverage D – Loss Assessment Endorsement: This optional endorsement is revised for our Homeowners policy to identify trigger events and coverage limits.

SERFF Tracking Number: SFMA-125420933 State: Arkansas
Filing Company: State Farm Fire and Casualty Company State Tracking Number: EFT \$50

Company Tracking Number: HO-22962

TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Product Name: HO-22962

Project Name/Number: HO-22962/HO-22962

FE-5485, Coverage D – Loss Assessment Endorsement: This is a new mandatory endorsement for use with our Condominium Unit Owners policy. We felt the existing policy language regarding loss assessment should be revised to help identify trigger events in regard to the date of loss and coverage limits.

Sincerely,

Nathan Gross

Forms Manager

(309)766-3003

nathan.gross.aiqq@statefarm.com

Tom Monson

Forms Director

(309)766-2270

tom.monson.apky@statefarm.com

Company and Contact

Filing Contact Information

Nate Gross, nathan.gross.aiqq@statefarm.com

One State Farm Plaza (309) 766-3003 [Phone] Bloomington, IL 61710 (309) 766-0225[FAX]

Filing Company Information

State Farm Fire and Casualty Company CoCode: 25143 State of Domicile: Illinois

1 State Farm Plaza Group Code: 176 Company Type:
Bloomington, IL 61710 Group Name: State ID Number:

(309) 735-0649 ext. [Phone] FEIN Number: 37-0533080

Filing Fees

Fee Required? Yes Fee Amount: \$50.00

Company Tracking Number: HO-22962

TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Product Name: HO-22962

Project Name/Number: HO-22962/HO-22962

Retaliatory? No

Fee Explanation: \$50.00 per filing X 1 filing = \$50.00

Per Company: No

Company Tracking Number: HO-22962

TOI: 04.0 Homeowners Sub-TOI Combinations

Product Name: HO-22962

Project Name/Number: HO-22962/HO-22962

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

State Farm Fire and Casualty Company \$50.00 03/27/2008 19029734

Company Tracking Number: HO-22962

TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Product Name: HO-22962

Project Name/Number: HO-22962/HO-22962

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	03/31/2008	03/31/2008

Company Tracking Number: HO-22962

TOI: 04.0 Homeowners Sub-TOI Combinations

Product Name: HO-22962

Project Name/Number: HO-22962/HO-22962

Disposition

Disposition Date: 03/31/2008

Effective Date (New): 08/01/2008

Effective Date (Renewal): 10/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

Endorsement

Company Tracking Number: HO-22962

TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Product Name: HO-22962

Project Name/Number: HO-22962/HO-22962

Item Status Public Access Item Type Item Name Uniform Transmittal Document-Property & Approved Yes **Supporting Document** Casualty Coverage D - Loss Assessment Approved Yes **Form** Endorsement Coverage D - Loss Assessment Approved Yes **Form**

Company Tracking Number: HO-22962

TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Product Name: HO-22962

Project Name/Number: HO-22962/HO-22962

Form Schedule

Review	Form Name	Form #	Edition	Form Type Action	Action Specific	Readability	Attachment
Status			Date		Data		
Approved	Coverage D -	FE-5256.	1	Endorseme Replaced	Replaced Form #	[‡] :46.40	Copy of FE-
	Loss Assessmer	nt		nt/Amendm	FE-5256		5256-1.pdf
	Endorsement			ent/Conditi	Previous Filing #	<u>.</u>	5256-1
				ons			sbs.pdf
Approved	Coverage D -	FE-5485		Endorseme New		46.90	Copy of FE-
	Loss Assessmer	nt		nt/Amendm			5485.pdf
	Endorsement			ent/Conditi			
				ons			

COVERAGE D - LOSS ASSESSMENT ENDORSEMENT

SECTION I - COVERAGES

The following is added:

COVERAGE D - LOSS ASSESSMENT

We will pay for your share of any assessment charged by the homeowners association, of which you are a member, against all homeowners in accordance with the governing rules of the homeowners association, when the assessment is made as a result of:

- a direct loss which occurs only during the policy period to which Section I of this policy would apply except as provided in **SECTION I - LOSSES NOT INSURED**, to the commonly owned homeowners association property, including personal property, owned by all homeowners collectively;
- 2. an **occurrence** during the policy period to which Section II of this policy would apply;
- damages that occur during the policy period which the homeowners association may be obligated to pay because of personal injury due to false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, misrepresentation, humiliation;
- illegal discrimination (unless coverage is prohibited by law) that occurs during the policy period, but only with respect to the liability other than fines and penalties imposed by law; or
- 5. libel, slander, defamation of character, or invasion of rights of privacy that occur during the policy period.

We will not pay your share of any assessment charged by the homeowners association made as a result of items 1. through 5. above that do not occur within the policy period.

Limit of liability. The Coverage D – Loss Assessment limit is shown in the **Declarations**. The most we will pay for all assessments arising out of the same event from items 1. through 5. above is the amount shown in the **Declarations**.

SECTION I - LOSSES INSURED

Provisions applying to **SECTION I – LOSSES INSURED** also apply to Coverage D.

SECTION I - CONDITIONS

As respects Coverage D only, **Other Insurance** is replaced with the following:

Other Insurance. If a loss covered by this policy is also covered by other insurance, this insurance shall be excess over other insurance in the name of the homeowners association covering the same property covered by this policy.

SECTION II - EXCLUSIONS

Items 1.b., 1.c., 2.a. and 3.a. do not apply to the extent of any coverage provided under Coverage D.

Any Earthquake and Volcanic Explosion Endorsement applicable to Coverage A shall also apply to Coverage D.

All other policy provisions apply.

FE-5256.1

CURRENT ENDORSEMENT FE-5256	PROPOSED ENDORSEMENT FE-5256.1	COMMENTS	
COVERAGE D – LOSS ASSESSMENT ENDORSEMENT	COVERAGE D – LOSS ASSESSMENT ENDORSEMENT		
1. SECTION I – COVERAGES	SECTION I - COVERAGES		
The following is added:	The following is added:		
COVERAGE D - LOSS ASSESSMENT	COVERAGE D - LOSS ASSESSMENT		
We will pay for your share of any assessment charged by the homeowners association, of which you are a member, against all homeowners in accordance with the governing rules of the homeowners association, when the assessment is made as a result of:	We will pay for your share of any assessment charged by the homeowners association, of which you are a member, against all homeowners in accordance with the governing rules of the homeowners association, when the assessment is made as a result of:		
 a direct loss to which Section I of this policy would apply except as provided in SECTION I – LOSSES NOT INSURED, to the commonly owned homeowners association property, including personal property, owned by all homeowners collectively; 	 a direct loss which occurs only during the policy period to which Section I of this policy would apply except as provided in SECTION I – LOSSES NOT INSURED, to the commonly owned homeowners association property, including personal property, owned by all homeowners collectively; 	Added reference to the policy period.	
an occurrence to which Section II of this policy would apply;	 an occurrence <u>during the policy period</u> to which Section II of this policy would apply; 	Added reference to the policy period.	
 damages which the homeowners association may be obligated to pay because of personal injury due to false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, misrepresentation, humiliation; or 	 damages that occur during the policy period which the homeowners association may be obligated to pay because of personal injury due to false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, misrepresentation, humiliation; 	Added reference to policy period. Editorial	
 illegal discrimination (unless coverage is prohibited by law), but only with respect to the liability other than fines and penalties imposed by law; or 	 illegal discrimination (unless coverage is prohibited by law) that occurs during the policy period, but only with respect to the liability other than fines and penalties imposed by law; or 	Added reference to the policy period	
5. libel, slander, defamation of character, or invasion of rights of privacy.	 libel, slander, defamation of character, or invasion of rights of privacy that occur during the policy period. We will not pay your share of any assessment charged by the homeowners association made as a result of items 1. through 5. above that do not occur within the policy period. 	Added reference to the policy period. Added paragraph addressing coverage for losses occurring outside the policy period.	

CURRENT ENDORSEMENT FE-5256	PROPOSED ENDORSEMENT FE-5256.1	COMMENTS		
	<u>Limit of liability.</u> The Coverage D – <u>Loss</u> Assessment limit is shown in the <u>Declarations</u> . The most we will pay for all assessments arising out of the same event from items 1. through 5. above is the amount shown in the <u>Declarations</u> .	Added limits language to endorsement referencing the Declarations.		
2. SECTION I – LOSSES INSURED	SECTION I – LOSSES INSURED	Draviniana annhina ta Cavanana A and Cavanana D		
Provisions applying to Coverage A also apply to Coverage D.	Provisions applying to <u>SECTION I - LOSSES INSURED</u> also apply to Coverage D.	Provisions applying to Coverage A and Coverage B now apply.		
3. SECTION I – CONDITIONS	SECTION I — CONDITIONS			
As respects Coverage D only, Other Insurance is replaced with the following:	As respects Coverage D only, Other Insurance is replaced with the following:			
Other Insurance. This insurance shall be excess over other insurance in the name of the homeowners association covering the same property covered by this policy.	Other Insurance. If a loss covered by this policy is also covered by other insurance, this insurance shall be excess over other insurance in the name of the homeowners association covering the same property covered by this policy.	Adds language specifying a covered loss.		
4. SECTION II – EXCLUSIONS	SECTION II – EXCLUSIONS			
Items 1.b., 1.c., 2.a. and 3.a. do not apply to the extent of any coverage provided under Coverage D.	Items 1.b., 1.c., 2.a. and 3.a. do not apply to the extent of any coverage provided under Coverage D.			
5. Any Earthquake and Volcanic Explosion Endorsement applicable to Coverage A shall also apply to Coverage D.	Any Earthquake and Volcanic Explosion Endorsement applicable to Coverage A shall also apply to Coverage D.			
All other policy provisions apply.	All other policy provisions apply.			

COVERAGE D - LOSS ASSESSMENT ENDORSEMENT

SECTION I - COVERAGES

COVERAGE D - LOSS ASSESSMENT is replaced with the following:

We will pay for your share of any assessment charged against all unitowners by the **association**, when the assessment is made as a result of:

- a direct loss which occurs only during the policy period to which Section I of this policy would apply except as provided in SECTION I - LOSSES NOT INSURED, to the condominium property, including personal property, owned by all unitowners collectively;
- 2. an **occurrence** only during the policy period to which Section II of this policy would apply;
- damages that occur only during the policy period which the association may be obligated to pay because of personal injury due to false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, misrepresentation, humiliation;
- illegal discrimination (unless coverage is prohibited by law) that occurs only during the policy period, but only with respect to the liability other than fines and penalties imposed by law; or

5. libel, slander, defamation of character, or invasion of rights of privacy that occur only during the policy period.

We will not pay your share of any assessment charged against all unitowners by the **association** made as a result of items 1. through 5. above that do not occur within the policy period.

Limit of liability. The Coverage D – Loss Assessment limit is shown in the **Declarations**. The most we will pay for all assessments arising out of the same event from items 1. through 5. above is the amount shown in the **Declarations**.

SECTION I – LOSSES INSURED

Provisions applying to **SECTION I – LOSSES INSURED** also apply to Coverage D.

SECTION I - CONDITIONS

As respects Coverage D only, **Other Insurance** is replaced with the following:

Other Insurance. If a loss covered by this policy is also covered by other insurance, this insurance shall be excess over other insurance in the name of the condominium covering the same property covered by this policy.

Any Earthquake and Volcanic Explosion Endorsement applicable to Coverage A shall also apply to Coverage D.

All other policy provisions apply.

FE-5485

Company Tracking Number: HO-22962

TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Product Name: HO-22962

Project Name/Number: HO-22962/HO-22962

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 03/31/2008

Property & Casualty

Comments:

Attachments:

AR 22962 PC TD-1 - P-C Transmittal Document.pdf AR 22962 PC FFS-1 - Form Filing Schedule.pdf

Property & Casualty Transmittal Document

Arkansas

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Reserved for Insurance Dept. Use Only			2. Insurance Department Use only						
			a. Date the filing is received:						
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			d. D	ate o	f disposit	ion	of the filin	ıg:	
			e. E	ffecti	ve date o	f filir	ng:		
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4.	Company Name(s)	<u> </u>			Domicile	2	NAIC#	FEIN#	State #
4.	. ,								
	State Farm Fire and Casualty Com	ірапу			Illinois		25143	37-0533080	
ļ									
5.	Company Tracking Number				HO-22	296	2		
Cor	ntact Info of Filer(s) or Corporate	Officer(s)	[inc	lude to	oll-free nur	mbe	er]		-
6.	Name and address	Title		Tele	phone #s		FAX#		e-mail
	Nate Gross State Farm Fire and Casualty Company One State Farm Plaza, D-4 Bloomington, IL 61710	Forms Manager		(309)	309) 766-3003 (309) 766-0225		nathan.gross.aiqq@statefarm.com		
	Tom Monson State Farm Fire and Casualty Company One State Farm Plaza, D-4 Bloomington, IL 61710	Forms Director		(309)	766-2270	(30	09) 766-0225	tom.monson.a	apky@statefarm.com
7.	7. Signature of authorized filer			Thomas It. Moneon					
8.	Please print name of authorized	d filer		Thomas W. Monson					
Fili	ng information (see General In	struction	s for	descr	iptions of	the	se fields)		
9.	Type of Insurance (TOI)		04.						
10.	Sub-Type of Insurance (Sub-		04.	.0000					
11.	11. State Specific Product code(s)(if applicable)[See State Specific Requirements]			N/A					
12.	Company Program Title (Mark		_	Homeowners Program					
13.				Rate/Loss Cost Rules Rates/Rules					
			Forms Combination Rates/Rules/Forms			S			
14.	14 Effective Date(s) Requested			☐ Withdrawal ☐ Other (give description) - August 1, 2008 for new business and October 1, 2008 for					
'	14. Effective Date(s) Requested			renewals.					
15.	15. Reference Filing?			☐ Yes ☐ No					
16.	Reference Organization (if ap	plicable)	n/a						
17.	Reference Organization # & T		n/a						
18.	Company's Date of Filing		3/2	7/08					
19	Status of filing in domicile			Not F	iled 🗌	Per	nding 🔲	Authorized [Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	HO-22962
	rino ming transmittar to part of company fractaing "	110 22002

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

We respectfully request your approval of the following endorsements.

FE-5256.1, Coverage D – Loss Assessment Endorsement: This optional endorsement is revised for our Homeowners policy to identify trigger events and coverage limits.

FE-5485, Coverage D – Loss Assessment Endorsement: This is a new mandatory endorsement for use with our Condominium Unit Owners policy. We felt the existing policy language regarding loss assessment should be revised to help identify trigger events in regard to the date of loss and coverage limits.

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: Submitted via EFT

Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

^{***}Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking # HO-22962							
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)							
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # filing number, it replaces if required by state				
01	Coverage D - Loss Assessment Endorsement	FE-5256.1	☐ New☑ Replacement☐ Withdrawn	FE-5256				
02	Coverage D - Loss Assessment Endorsement	FE-5485	□ New □ Replacement □ Withdrawn					
03			☐ New ☐ Replacement ☐ Withdrawn					
04			☐ New ☐ Replacement ☐ Withdrawn					
05			☐ New ☐ Replacement ☐ Withdrawn					
06			☐ New ☐ Replacement ☐ Withdrawn					
07			☐ New ☐ Replacement ☐ Withdrawn					
08			☐ New ☐ Replacement ☐ Withdrawn					
09			New Replacement Withdrawn					
10								